15216.000

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

(1) MIA OUTDOORS DISTRIBUTION SERVICES, LLC, an Oklahoma domestic limited liability company, d/b/a JIMMY's EV WORLD, (2) JIMMY LONG, an individual; and (3) TERRENCE ANTON, an individual, Plaintiffs, v. (1) MIA GLOBAL USA, INC., a foreign business corporation; (2) MIA GLOBAL, INC., a foreign business corporation; (3) MBAK ENERGY SOLUTIONS, INC.; (4) CHINA BAK BATTERY, INC.; (5) MICHELLE BOOS, an individual; (6) GABRIEL CARRELO, an individual; (7) RANDELL TORNO, an individual; and (8) NOLIN HAN, an individual, Defendants.	Case No. 26-cv-00091-SH

AMENDED COMPLAINT

Plaintiffs, MIA Outdoors Distribution Services, LLC d/b/a Jimmy's EV World ("MIA Outdoors"), Jimmy Long ("Long") and Terrence Anton ("Anton"), by and through their attorneys of record, Barrow & Grimm, for their causes of action against the Defendants, MIA Global USA, Inc. ("MIA USA"), MIA Global, Inc. ("MIA Global"), MBAK Energy Solutions, Inc. ("MBAK"),

China BAK Battery, Inc. ("China BAK"). Michelle Boos ("Boos"), Gabriel Carrelo ("Carrelo"), Randell Torno ("Torno"), and Nolin Han ("Han"), alleges and states as follows:

PARTIES

1. Plaintiff MIA Outdoors is an Oklahoma domestic limited liability company conducting business in Cherokee County, Oklahoma.

2. Plaintiff Long is a resident of Cherokee County, Oklahoma.

3. Plaintiff Anton is a resident of Cherokee County, Oklahoma.

4. Upon information and belief, Defendant MIA USA, is a domestic business corporation organized under the laws of Delaware with its principal place of business in New York.

5. Upon information and belief, Defendant MIA Global, is a domestic business corporation organized under the laws of Delaware with its principal place of business in New York.

6. Upon information and belief, Defendant MBAK, maintains its principal place of business in North Carolina.

7. Upon information and belief, Defendant China BAK, is a Chinese company whose principal place of business in the United States is in Nevada.

8. Upon information and belief, Defendant Boos, is CEO of MIA USA and MIA Global. She is a resident of South Korea.

9. Upon information and belief, Defendant Carrelo, is a principal of MIA Global and MIA USA. He is a resident of Connecticut.

10. Upon information and belief, Defendant Han, is a principal of MIA Global. He is a resident of Oregon.

11. Defendant Torno is a resident of Texas.

JURISDICTION

12. This dispute arises from the breach of a Master Agreement between Defendant MIA Global and Plaintiff MIA Outdoors, and common law civil claims emanating from the operation of a criminal enterprise by Defendants.

13. The relevant Master Agreement contains a clause under which the parties have agreed to submit their disputes to the jurisdiction of this Court.

14. All Defendants are subject to the personal jurisdiction of this Court by engaging in sufficient contacts with the jurisdiction.

15. This Court has both proper subject matter jurisdiction and venue for this action pursuant to 28 U.S.C. § 1332.

STATEMENT OF FACTS

16. Defendants engaged in an orchestrated conspiracy to swindle Plaintiffs out of money as part of an elaborate golf cart scheme wrapped up in a "pump and dump" scam. Each Defendant played a role in the scheme.

Boos

17. Defendant Boos is the head of the criminal enterprise. Boos has a long history of engaging in financial crimes, which has resulted in, among other things, a fraud judgment against her in Germany in the early 2010s, and a prison sentence in France for fraud in the late 2010s.

18. Boos has been operating a perpetual Ponzi scheme for over twenty-five continuous years by using other people's money to fund a lavish lifestyle, promise impossible returns to attract the next round of capital, defaults on all obligations, and then vanish into a new corporate shell or jurisdiction.

19. Upon information and belief, Boos began swindling investors in the early 2000s, using the alias Michele Parisel, among others.

20. In the early 2000s, Boos was engaged in a long battle with a bankruptcy trustee in New York over hidden assets. The bankruptcy case was filed in October 2002 (SDNY Bankruptcy Ct. 02-43126-AJG, and it was not closed until March 27, 2008 as the trustee chased assets.

21. While Boos was claiming to be insolvent in her bankruptcy, she was simultaneously operating an investment vehicle under the name "Michael Boos" to avoid detection by the Court.

22. On January 8, 2004, Boos formed The Nano Fund, Inc. in the state of New York. The office address provided by Michael Boos for The Nano Fund was 420 Lexington Ave Ste 2420, New York, NY, 10170, an address associated with Boos.

23. Boos solicited investors for purported "biotech" and "nano-tech" ventures.

24. Upon information and belief, on July 19, 2009, the SEC raided Boos' offices at 420 Lexington Ave.

25. In 2010, Boos was sued by John Astrab in the Sixth Judicial Circuit Court in Pinellas County, Florida, in a case styled *Astrab v. Boos*, Case No. 10-16656-CI-11. John Asbtrab is a sophisticated banker who is currently a managing director of BMO Bank Florida. In this case, Boos was alleged to have engaged in a fraudulent scheme to induce Mr. Astrab to make investments that Boos knew were fraudulent. Boos initially defended the action, but she allowed a default judgment against her for $496,828.12 after her attorneys withdrew and she didn't.

26. Boos dissolved The Nano Fund in January 2011.

27. Boos acquired MIA Electric sometime around 2013 in France, and eventually was charged for fraud and misappropriation of corporate assets for seeking investments for which she

used for personal gain. The French court found that Michelle took millions in deposits for vehicles she knew she could not produce. Boos was sentenced to three years in prison.

28. During this same time period, Boos was the subject of a German arrest warrant which as extended to a European Union arrest warrant. The European arrest warrant was cancelled due to statute of limitations. However, the court issued an Interdiction Définitive de Diriger, which is a permanent ban prohibiting her from managing, directing, or controlling any commercial enterprise.

29. Boos next became involved in MIA Global. The website of MIA Global claims it is a green energy company conceptualizing, designing, manufacturing and commercializing e-mobility products for automotive, maritime and aeronautical uses. However, MIA Global is a front for Boos' criminal enterprise. Boos used MIA Global to entice and swindle Long and Anton out of several hundred thousand dollars with the allure of creating a golf cart business in the United States, which was never a real opportunity.

Carrello

30. Defendant Carrelo is Boos' son and co-conspirator. Carrelo handles the financial side of the criminal enterprise.

31. Upon information and belief, Carrelo has unilateral authority over Defendant MIA Global and MIA USA's bank accounts, which he has used for his own personal gain. This includes monies sent to MIA Global and/or MIA USA for use for legitimate commercial purposes that were diverted to personal use by Boos and Carrelo.

32. Upon information and belief, shortly after Long wired $100,000 to MIA Global, in 2025 Carello purchased property in Naugatuck, CT.

33. Carrelo has used proceeds from Anton and Long through the fraudulent schemes of Global and USA to invest through his company's real estate business, Triple C Realty

34. After MIA Global expired and was reactivated as MIA Global USA Inc. on May 16, 2025, Carrelo continued using bank accounts in the expired entity's name. This is a KYC/AML violation and that constitutes a predicate act.

35. Carello furthered this criminal enterprise by making fraudulent communications to Plaintiffs in Oklahoma in furtherance of the scheme.

Golf Cart Scheme

36. Anton first came into contact with MIA Global at the 2024 CES conference in Las Vegas. MIA Global was exhibiting electric scooters, but a representative of MIA Global said they had an autonomous golf cart that they would be exhibiting at the 2024 PGA Show in Orlando, which was not true.

37. Anton met with MIA Global again at a PGA Show where Anton, who owns a golf-related company, was exhibiting his golf products. Anton was told by MIA Global that a logistical delay prevented them from exhibiting their golf carts. However, there were no golf carts. Boos, Han, and MIAS Global were simply looking for their next mark.

38. In early February 2024, Anton sent MIA Global $3,200.00 for 5 electric MIA scooters that never arrived.

39. Later, a meeting was arranged at the China BAK headquarters in Shenzhen, China. When Anton arrived, he was greeted by Boos and the Vice Chairman of BAK. They met for approximately two hours discussing the various MIA Global products. Anton was told that MIA Global and China BAK were partners.

40. After Anton returned to the United States, he agreed to purchase golf carts from MIA Global, and he paid for them. Anton was offered the position of General Importer for both MIA Global vehicles and MIA Global branded lithium battery products. Anton sent Boos a formal agreement to sign but she never signed.

41. Boos asked Anton to wire $8,000.00 to MIA Global's JP Morgan account in New York (managed by Carrelo) to offset unforeseen costs. Anton consented and wired the funds based on Boos and MIA Global's representations.

42. In August 2024, Anton was introduced to a group of dealers of golf carts, and they agreed to purchase 42 carts that Anton would acquire from MIA Global. Unbeknownst to Anton, MIA Global was never going to send these carts to Anton. He was Boos' next victim.

43. Boos asked Anton to locate distribution with boat dealers in the US. Anton for an electric boat. Anton made a trip to Zhengzhou in September of 2024 to see the boat and assist the representative from the Florida group io inspect and test their 42 vehicles. They inspected and approved all 42 vehicles. They were scheduled for shipment October 12, 2024. Although Anton had paid significant sums of money to Boos and MIA Global, he never received the products. Boos requested and was sent funds by Anton for boats, purchase of a stock company ALYI, the software program to complete the autonomous component for the MIA carts, and for the prototype of a new cart we were developing in California called the Quest. She also had Anton to get space at the 2025 PGA Show the end of January to introduce the Quest. Anton sent her funds for the floor space at CES 2025 for the exhibition of several MIA Global product.

44. At this time, Boos, Han, Torno, and Carello were offering shares of stock in ALYI, which was a pump and dump scheme. Unbeknownst to Anton and Long, Torno who had already been sued by the SEC for his involvement in ALYI, along with his co-conspirator Philip Verges.

45. Anton and Long were instructed to meet at President Trump's golf course in Bedminster, New Jersey, to be given a Presidential golf cart. Upon arrival, they were informed that the cart was still in Chicago because of a battery issue. As a part of this trip, Anton and Long were also asked to meet a potential investor group for ALYI in New York.

46. After Anton returned from this tip, he realized that he had been duped and everything he had been told by Defendants were lies.

47. Subsequently, there was a dinner meeting between Boos, Han. Anton and Long, where Boos removed Anton from General Importer position, and announced that Long would take over distribution for MIA Global golf carts. Boos and the other Defendants had determined that Anton was finally figuring out he was being scammed, so they would change the mark from Anton to Long.

48. On or about February 10, 2025, Plaintiff MIA Outdoors and Defendant MIA Global entered into a Master Agreement ("Agreement") for MIA Outdoors to be the distributor for the golf carts in the United States. In the Agreement, Defendant MIA Global was responsible for all costs associated with operations for the first year, including but not limited to, build out of facility, signs, payroll, utilities, insurance, lease payments. MIA Global further agreed to pay MIA Outdoors the sum of $150,000 for inventory control.

49. Anton became aware at that time that Boos had a lengthy criminal record. Long intervened to get some of Anton's money back to no avail.

50. In April 2025, Plaintiff MIA Outdoors paid $115,000.00 for golf carts, but MIA Global has failed to honor its obligations.

51. The carts were supposed to be received in Los Angeles. However, shipping data MRSU3568428 (https://www.maersk.com/tracking/250260672) shows the container allegedly

containing golf carts for MIA Outdoors was returned empty in Los Angeles on April 28, 2025, less than 9 hours after gating out for "delivery." Given that the distribution center in Tahlequah, OK, is over 1,400 miles away, the goods were unloaded locally in California rather than being delivered to MIA Global as promised.

Pump and Dump – Alternet (ALYI)

52. In March 2025, MIA Global announced that it would acquire Alternet Systems, Inc. (OTC: ALYI). The purpose of acquiring Alternet was to engage in a pump and dump scheme that involved Boos, Han, Carrelo, and Torno.

53. Torno has been the subject of SEC enforcement actions, including a Final Judgment against him, which barred Torno from engaging in promotion of penny stocks. ALYI is a penny stock, and Torno is the CEO of Alternet. Upon acquisition of ALYI, MIA Global kept Torno as CEO to assist in the pump and dump scheme.

54. Boos, Han, Carrello, and Torno used the allure of the shares of ALYI as a carrot to fraudulently induce Plaintiffs to send money to MIA Global for the golf cart scheme.

55. Anton and Long were first introduced to ALYI by Michelle Boos in July 2024. Boos said that she was in the process of obtaining this entity and converting it to the symbol MBAK. Boos continued this narrative for several months and asked Anton and Long to assist by offering millions of shares for their help.

56. Anton and Long advanced the funds but they were never given any shares of ALYI.

57. Eventually, Long and MIA Outdoors came to the realization that they had been lied to by Defendants all along.

58. On February 4, 2026, one day after Carello was served with original Petition in this case, MBAK Energy Ops LLC was formed in Wyoming by Carrello and/or Boos to further their shell game with the various entities with which they use to engage in this scheme.

FIRST CAUSE OF ACTION – BREACH OF AGREEMENT
(against MIA Global and MIA USA)

59. Plaintiff MIA Outdoors hereby restates and realleges all previous allegations heretofore set forth in this Petition.

60. Defendant MIA Global and its successor MIA USA breached the Agreement by failing to honor any of the obligations to which it agreed in the Agreement.

61. Specifically, MIA Global did not produce any golf carts and make any of the payments required under the terms of the Agreement.

62. Plaintiff MIA Outdoors has suffered damages in an amount in excess of $75,000.00.

SECOND CAUSE OF ACTION - NEGLIGENT MISREPRESENTATION
(against Boos, Carello, Han, and the Corporate Defendants)

63. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

64. All Defendants made misrepresentations to Plaintiffs that were designed to induce Plaintiffs to send money to Defendants to their detriment.

65. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

THIRD CAUSE OF ACTION – FRAUD
(against Carrelo, Han, Boos and Torno)

66. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

67. Defendants made false statements it knew were untrue in an effort to induce Plaintiffs to enter into the Agreement, including the promise that golf carts would be delivered upon payment.

68. After Defendant MIA Global breached the Agreement, the remaining Defendants made false statements to Plaintiff MIA Outdoors in order to persuade MIA Outdoors from enforcing its rights under the Agreement.

69. Specifically, Boos made several statements to Long and Anton that MIA Global would send golf carts to Plaintiffs to set up a golf cart distributer in the United States, but Boos had no intention of supplying the golf carts.

70. Boos, Han, Carrelo and Torno each made statements to Plaintiffs concerning the legitimacy of the golf cart business of MIA Global and the validity of ALYI, all the while each of the individual Defendants knew that ALYI was a pump and dump scheme.

71. In furtherance of the fraud, the individual Defendants offered Long and Anton a spot on the Board of ALYI in order to taint their claims against Defendants after Long and Anton learned of the fraudulent nature of the enterprise.

72. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

FOURTH CAUSE OF ACTION – CIVIL CONSPIRACY
(against All Defendants)

73. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

74. The Agreement is the culmination of a coordinated effort among Defendants to induce Plaintiffs to transfer money to Defendant MIA Global and its successor MIA USA for the purpose of defrauding Plaintiffs.

75. Defendants engaged in a civil conspiracy to fraudulent bilk Plaintiff out of money.

76. Plaintiffs have suffered damages in an amount in excess of $75,000.

FIFTH CAUSE OF ACTION – CIVIL RICO
(against All Defendants)

77. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

78. The Defendants have combined together to form a distinct legal enterprise with Boos at the head of the organization with Carrelo as the administrative hub. The remaining individual had distinct roles to assist in inducing Plaintiffs to send money to the corporate Defendants.

79. All Defendants have combined together to participate in the enterprise.

80. Each Defendant has engaged in at least two acts of criminal fraud, which includes wire fraud, money laundering, and fraud in the inducement of stocks, violations of state and federal securities laws.

81. The fraudulent acts were designed to bilk money out of Plaintiffs and others similarly situated.

82. Plaintiffs have each suffered economic injury as a result of the criminal enterprise.

83. Defendants engaged in a civil conspiracy to wrongfully bilk Plaintiffs out of money.

84. Plaintiffs have suffered damages in an amount in excess of $75,000.

SIXTH CAUSE OF ACTION – CIVIL MISAPPROPRIATION
(against MIA Global, MIA USA, Boos, Carrelo, and Han)

85. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

86. Defendants MIA Global, MIA USA, Boos, Carrelo and Han obtained monies from Plaintiffs for commercial purposes relating to golf carts and wrongfully converted to their own use.

87. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

SEVENTH CAUSE OF ACTION – FEDERAL SECURITIES FRAUD
(against Boos, Carrelo, Han, and Torno)

88. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

89. The ALYI shares were used as a "carrot" to induce Long and Anton to wire money, using the securities as a fraudulent inducement tool.

90. The actions of the individual Defendants in making fraudulent statements to Plaintiffs in connection with the offering of ALYI shares has violated Section 10(b) and 17(a) of the Securities Exchange Act and Rule 10b-5.

91. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

EIGTH CAUSE OF ACTION – STATE LAW SECURITIES FRAUD
(against Boos, Carrelo, Han, and Torno)

92. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

93. The actions of the individual Defendants in making fraudulent statements to Plaintiffs in connection with the offering of ALYI shares violated the Oklahoma Uniform Securities Act, 71 O.S. § 1-501 *et seq*.

94. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

NINTH CAUSE OF ACTION - FRAUDULENT TRANSFER / FRAUDULENT CONVEYANCE
(against Carrelo)

95. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

96. Carrelo had access to Plaintiffs' monies, which he used to purchase real estate on Connecticut, among other things.

97. Oklahoma's Uniform Fraudulent Transfer Act (24 O.S. § 112 et seq.) prohibits this activity.

98. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

TENTH CAUSE OF ACTION - UNJUST ENRICHMENT
(against all Defendants)

99. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

100. Defendants received money from Plaintiffs for golf carts and other items, and Defendants delivered nothing of value.

101. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

TENTH CAUSE OF ACTION - BREACH OF FIDUCIARY DUTY
(against Carrelo)

102. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

103. Carrelo held the formal role of Corporate Secretary with unilateral Executing Authority over the bank accounts of MIA Global and MIA USA.

104. Carrelo had exclusive control over funds belonging to or intended for Plaintiffs.

105. Carrelo used those funds for personal use rather than their intended purpose.

106. As the control person over Plaintiffs' funds, Carrelo owed a fiduciary duty to Plaintiffs, which he breached.

107. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

TWELFTH CAUSE OF ACTION - PIERCING THE CORPORATE VEIL / ALTER EGO
(against Boos, Carrelo, Han and Torno)

108. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Petition.

109. The corporate Defendants (MIA Global, MIA USA, MBAK) have no meaningful separation from the individual Defendants.

110. The corporate Defendants are being used as a fraud vehicle.

111. Corporate formalities were not being followed, and individual Defendants used these corporate Defendants and other shell companies to shield themselves from liability.

112. Plaintiffs seek an Order of the Court holding the individual Defendant responsible for damages caused by the corporate Defendants.

THIRTEENTH CAUSE OF ACTION - VICARIOUS LIABILITY
(against corporate Defendants)

113. Plaintiffs hereby restate and reallege all previous allegations heretofore set forth in this Amended Complaint.

114. The corporate Defendants (MIA Global, MIA USA, MBAK) are vicariously liable for the individual Defendants' tortious acts committed within the scope of the enterprise's business.

115. Plaintiffs have suffered damages in an amount in excess of $75,000.00.

WHEREFORE, Plaintiffs, MIA Outdoors Distribution Services, LLC d/b/a Jimmy's EV World, Jimmy Long and Terrence Anton, respectfully request that this Court enter judgment in its favor and against Defendants, MIA Global USA, Inc., MIA Global, Inc., MBAK, China BAK,

Michelle Boos, Gabriel Carrelo, Randell Torno, and Nolin Han, award Plaintiffs actual and punitive damages in an amount in excess of $75,000.00 and all costs, expenses, and reasonable attorney's fees associated with the prosecution of this action, as well as any other relief as this Court deems just and proper.

Respectfully Submitted,

s/*Donald A. Lepp*

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CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of March 2026, I electronically transmitted the foregoing document to the Court Clerk using the ECF system of filing, which will transmit a Notice of Electronic Filing to the following ECF registrants:

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